

**SPRING HILL CITY COUNCIL
REGULAR MEETING
AGENDA
THURSDAY, MAY 9, 2013
7:00 P.M.
SPRING HILL CIVIC CENTER
401 N. MADISON – ROOM 15**

CALL TO ORDER

INVOCATION Reverend Scott Hannon, Spring Hill United Methodist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATION:

Safety Reports:

Johnson County Fire District No. 2, Chief Jim Francis

Spring Hill Police Department, Chief Richard Mann

CONSENT AGENDA:

The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

1. Approval of Minutes: April 25, 2013
2. Appropriation Order 2013-05-09
3. Annual City Officers Appointments
4. Consider Approval of Temporary Use Permit: TUP-02-13, Spring Hill Lion's Club, Farmers Market
5. Consider Approval of Agreement: Polykart Agreement & Delivery, Spring Hill Aquatic Center, L & K Services, Inc.
6. Consider Approval of Agreement: Simplifile LC (e-recording for Johnson County)

FORMAL COUNCIL ACTION

7. Award of Hire: Utilities Maintenance Worker – Water Department

DISCUSSION

8. Police Department Organizational Rank
9. 2016 Republican National Convention

ANNOUNCEMENTS and REPORTS

EXECUTIVE SESSION

10. Consideration of motion to recess into executive session under the Attorney-Client Privilege
Exception to the Kansas Open Meetings Act - Litigation

ADJOURN

**City of Spring Hill, Kansas
Minutes of City Council Regular Session
April 25, 2013**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on April 25, 2013. The meeting convened at 7:00p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Floyd Koder
 Tim Pittman
 Clint Gillis
 Chris Leaton, arrived at 7:10pm

Councilmembers absent: vacancy

Staff in attendance: City Administrator Jonathan Roberts
 Public Works Director Rory Hale
 Police Chief Richard Mann
 Finance Director Melanie Landis
 Community Development Director Jim Hendershot

Consultants in attendance: City Attorney Frank Jenkins

ROLL CALL

The City Clerk called the roll of the Governing Body. With a quorum present, the meeting commenced.

APPROVAL OF THE AGENDA

The Mayor requested the following revisions to the agenda:

- Table Item 8. Contract: Simplifile
- Add Item 8a. Consider Ordinance No. 2013-08 Amend Section 1-112. President of Council: Election: Power & Duties
- Delete Executive Session

Motion by Koder, seconded by Gillis, to approve the agenda as revised. Motion carried 3-0-0

PRESENTATION:

Spring Hill Cemetery Board Financial Report, Mrs. Helen Hecke, President

Mrs. Helen Hecke, President, presented the financial report for the Spring Hill Cemetery. She requested a meeting with the City Council to discuss development of the new section of the cemetery. The cemetery has approximately 100-125 lots available. The Governing Body scheduled a meeting on May 30, 2013, 6:00p.m., Civic Center, to meet with the Cemetery Board. The Mayor thanked the Cemetery Board for the service they provide to families at a most delicate time of their life.

Councilman Leaton arrived at 7:10pm

Industrial Review Bonds

The City Administrator introduced Mr. Bryan Kidney, Springsted. Mr. Kidney presented an overview on Kansas Industrial Revenue Bonds. The presentation covered the permitted expenses, tax exemption, federal limitations, mechanics, tax abatement, process and issues to consider. Mr. Roberts stated that the presentation would be posted on the City's Web site.

CONSENT AGENDA:

Motion by Leaton, seconded by Gillis, to approve the following items on the Consent Agenda:

1. **Approval of Minutes: April 11, 2013**
2. **Appropriation Order 2013-04-25**
3. **Consideration of Approval of Special Event Permit: Daffodil Days 5K**
4. **Consideration of Approval and Conveyance of an Easement Kansas City Power & Light**
5. **Consideration of Approval and Conveyance of an Easement: Rural Water District No. 7**

Motion carried 4-0-0.

FORMAL COUNCIL ACTION

6. Award of Hire: Facility Supervisor

The Finance Director presented the Award of Hire for a temporary Facility Supervisor. Staff has discussed the need for facility supervisors with the Spring Hill Recreation Commission who are interested in participating in the employment of a facility supervisor. Staff intends to present a joint agreement between the two entities at a future meeting. This position was advertised in the Miami County Republic and City's Web site. Staff recommends Mr. Antwone Smoot to the position of facility supervisor at the rate of \$8.50 per hour and in accordance with Federal Law as a temporary position.

Motion by Leaton, seconded by Gillis to hire Mr. Antwone Smoot to the position of facility supervisor at the rate of \$8.50 per hour and in accordance with Federal Law and, as a temporary position, will not accrue vacation, medical or holiday pay, insurance or retirement benefits. Mr. Smoot's start date will be Monday, April 29, 2013. Motion passed 3-1 (Eckert)-0.

The Mayor suggested reaching out to civic groups to fill these positions. The Mayor also stated that the facility supervisors be CPR trained and that the building have an automated external defibrillator (AED) on site.

7. Resolution 2013-R-06: Establishing dates for legal discharge of fireworks

The Community Development Director presented the resolution establishing legal dates for discharge of fireworks.

Motion by Leaton, seconded by Gillis to adopt Resolution No. 2013-R-06. Motion passed 4-0-0.

8. Consideration of Approval of Contract: Simplifile

This item was tabled.

8a. Ordinance No. 2013-08: Amend Section 1-112. President of Council: Election: Power & Duties

The Mayor presented the ordinance amending Section 1-112 that would allow the President of the Council to sign ordinances, resolution, contracts or agreements authorized by the City Council due to the absence of the mayor.

Motion by Leaton, seconded by Eckert to adopt Ordinance No. 2013-08.

Roll Call Vote: Leaton yea, Eckert yea, Gillis yea, Koder yea. Motion carried 4-0-0.

DISCUSSION

9. Adoption of 2012 Building Codes

The Community Development Director presented revisions regarding the 2012 Building Code. He explained that Spring Hill is currently using the 2006 Building Code and reported that there would be a 10-20% increase in construction by adopting the 2012 Building Code. The majority of the increase is due to energy requirements. Staff believes that this may be the wrong time for this type of mandate for this industry. There are no penalties if the City elects to remain under the 2006 Building Code; therefore,

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL CITY COUNCIL

staff recommends continue using the 2006 Building Code. It was the consensus of the Governing Body to stay with the 2006 Building Code. The Governing Body believes that the 2006 Code is a high quality product and the consumer can make the choice of they prefer using the 2012 Code. The Community Development Department will review this annually.

Executive Session - Attorney-Client Privilege Exception -Litigation

This item was deleted.

ADJOURN

Motion by Leaton, seconded by Gillis, to adjourn.

The meeting adjourned at 8:35p.m.

Approved by the Governing Body on _____.

Glenda Gerrity, City Clerk

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER

NUMBER 2013-05-09

PRESENTED: May 9, 2013

Be it ordered by the Governing Body of the City of Spring Hill that the above dated order is and shall be approved and all claims honored and paid by the City Clerk.

Section 1:

Claims paid prior to approval of the City Council as authorized by Ordinance 2001-08:

Accounts Payable:	\$	218,422.96
Payroll:		53,444.61
	\$	<u>271,867.57</u>

Section 2:

Claims presented for approval of payment:

Accounts Payable:	\$	2,722.98
	\$	<u>2,722.98</u>

Total amount of the Appropriation Order:	\$	<u>274,590.55</u>
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INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
32224	4/23/2013	ADVANCE DETECTION SECURIT ALARM MONITORING CC 5/1-	01-17-6160	\$ 19.50	72511	4/23/2013
		ADVANCE DETECTION SECURI		\$ 19.50		
		AETNA				
PR20130412	4/12/2013	AETNA-457 PLAN	01-00-2035	\$ 374.50	1281996	4/19/2013 E
PR20130412	4/12/2013	AETNA-457 PLAN	20-00-2035	\$ 30.00	1281996	4/19/2013 E
		AETNA		\$ 404.50		
		ALAMAR UNIFORMS				
412080	4/23/2013	SEWING - PATCHES	01-05-7680	\$ 19.47	72512	4/23/2013
412175	4/23/2013	SEWING - PATCHES	01-05-7680	\$ 15.00	72512	4/23/2013
412980	4/23/2013	SEWING - PATCHES	01-05-7680	\$ 27.50	72512	4/23/2013
413106	4/23/2013	SEWING, ALTERATIONS	01-05-7680	\$ 21.50	72512	4/23/2013
20130416	4/26/2013	WOMEN VALSETZ BOOT	01-05-7680	\$ 109.99	72554	4/30/2013
413127-01	4/19/2013	SEWING PATCHES FRONT ZIPPER	01-05-7680	\$ 16.00	72554	4/30/2013
413194	4/16/2013	SEWING PATCHES	01-05-7680	\$ 17.50	72554	4/30/2013
413530	4/18/2013	TACLITE PRO PANT	01-05-7680	\$ 49.99	72554	4/30/2013
		ALAMAR UNIFORMS		\$ 276.95		
		AMBER & RYAN MILLER				
841	4/19/2013	REFUND APR 19, 2013	01-00-2050	\$ 75.00	72555	4/30/2013
		AMBER & RYAN MILLER		\$ 75.00		
		ATMOS ENER				
1249130413	4/23/2013	20129 CRESTONE ST	25-15-7624	\$ 40.57	72513	4/23/2013
1252130413	4/23/2013	401 N MADISON	01-17-7624	\$ 1,098.17	72513	4/23/2013
2245130413	4/23/2013	502 E NICHOLS ST	01-02-7624	\$ 246.39	72513	4/23/2013
4430130413	4/23/2013	19012 MADISON ST	01-05-7624	\$ 231.04	72513	4/23/2013
4464130413	4/23/2013	19018 MADISON ST	01-05-7624	\$ 116.61	72513	4/23/2013
8822130413	4/23/2013	705 W LAWRENCE	25-15-7624	\$ 42.10	72513	4/23/2013
		ATMOS ENER		\$ 1,774.88		
		BLUE BOOK LAW ENFORCEMENT				
4784	4/23/2013	KANSAS BLUE BOOK	01-05-6110	\$ 14.95	72514	4/23/2013
		BLUE BOOK LAW ENFORCEMEN		\$ 14.95		
		CARL DUNHAM				
20130319	4/17/2013	REFUND COURT BOND	01-00-2200	\$ 29.00	72556	4/30/2013
		CARL DUNHAM		\$ 29.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		CENTURYLINK .				
3322130418	4/18/2013	TELEPHONE CHARGES	25-15-7622	\$ 113.33	72557	4/30/2013
3322130418	4/18/2013	TELEPHONE CHARGES	20-14-7622	\$ 59.22	72557	4/30/2013
3322130418	4/18/2013	TELEPHONE CHARGES	01-04-7622	\$ 52.95	72557	4/30/2013
3322130418	4/18/2013	TELEPHONE CHARGES	01-09-7622	\$ 704.66	72557	4/30/2013
3322130418	4/18/2013	TELEPHONE CHARGES	01-05-7622	\$ 357.48	72557	4/30/2013
3322130418	4/18/2013	TELEPHONE CHARGES	01-12-7622	\$ 61.21	72557	4/30/2013
3322130418	4/18/2013	TELEPHONE CHARGES	01-13-7622	\$ 419.66	72557	4/30/2013

		CENTURYLINK .		\$ 1,768.51		
		CHAMPION BRANDS, LLC				
440074	4/23/2013	HYDRAULIC FLUID	01-02-7670	\$ 59.84	72515	4/23/2013

		CHAMPION BRANDS, LLC		\$ 59.84		
		CHRIS CAKES INC				
5613	4/27/2013	DADFFODIL DAYS BREAKFAST	01-09-7425	\$ 518.85	72558	4/30/2013
5614	4/27/2013	DAFFODIL DAYS LUNCH	01-09-7425	\$ 427.85	72558	4/30/2013

		CHRIS CAKES INC		\$ 946.70		
		CITY OF SPRING HILL				
20130426	4/26/2013	AQUATIC CENTER PETTY CAS	01-00-1070	\$ 750.00	72539	4/26/2013
20130430	4/30/2013	PETTY CASH	01-02-7640	\$ 6.61	72559	4/30/2013
20130430	4/30/2013	PETTY CASH	01-02-7640	\$ 5.51	72559	4/30/2013
20130430	4/30/2013	PETTY CASH	01-05-7640	\$ 33.97	72559	4/30/2013
20130430	4/30/2013	PETTY CASH	01-05-6090	\$ 9.99	72559	4/30/2013
20130430	4/30/2013	PETTY CASH	01-05-6150	\$ 21.71	72559	4/30/2013
20130430	4/30/2013	PETTY CASH	01-05-6150	\$ 10.84	72559	4/30/2013
20130430	4/30/2013	PETTY CASH	01-05-7640	\$ 49.11	72559	4/30/2013
20130430	4/30/2013	PETTY CASH	01-05-6150	\$ 23.49	72559	4/30/2013

		CITY OF SPRING HILL		\$ 911.23		
		CMI				
297810	4/23/2013	1/4" GALVANIZED CAP	01-12-6160	\$ 1.99	72516	4/23/2013
297878	4/23/2013	HOOKS FOR CHAINS	01-02-7670	\$ 11.98	72516	4/23/2013

		CMI		\$ 13.97		
		COMMERCIAL AQUATIC SERV.				
16751-1	4/23/2013	MCFC5AD MAIN SHAFT	01-12-7670	\$ 29.43	72517	4/23/2013

		COMMERCIAL AQUATIC SERV.		\$ 29.43		
		COUNTRY MEADOWS PROPRTIE				
201351	4/30/2013	MAY 2013 LEASE	01-05-7210	\$ 4,054.50	72560	4/30/2013
		MAY 2013 TRIPLE NET COST				
201351	4/30/2013	MAY 2013 TRIPLE NET COST	01-05-7210	\$ 1,350.00	72560	4/30/2013

		COUNTRY MEADOWS PROPRTI		\$ 5,404.50		
		CRAIG FREEMAN				
20130412	4/23/2013	TRAVEL REIMBURSEMENT	20-14-7640	\$ 35.31	72518	4/23/2013

		CRAIG FREEMAN		\$ 35.31		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
29247	4/23/2013	DIGITAL CONNECTIONS INC MPC4502 MAINT AGREEMENT	01-09-6130	\$ 168.54	72519	4/23/2013
		DIGITAL CONNECTIONS INC		----- \$ 168.54		
760	4/13/2013	ERICA ARMSTRONG REFUND APRIL 13,2013	01-00-2050	\$ 175.00	72561	4/30/2013
		ERICA ARMSTRONG		----- \$ 175.00		
65580	4/23/2013	FARMERS UNION CO-OPERATIV CHAIN FOR SPREADERS	01-02-7670	\$ 19.80	72520	4/23/2013
112020	4/25/2013	K9 NIKO EAR CREAM	01-05-6090	\$ 10.35	72562	4/30/2013
		FARMERS UNION CO-OPERATI		----- \$ 30.15		
KSKC190463	4/23/2013	FASTENAL COMPANY 9/16 NUTS	01-02-7670	\$ 9.14	72521	4/23/2013
KSKC190544	4/23/2013	SUPPLIES	01-12-7670	\$ 2.42	72521	4/23/2013
KSKC190544	4/23/2013	SUPPLIES	01-02-7670	\$ 5.55	72521	4/23/2013
KSKC190551	4/23/2013	5/8 LOCK NUTS	01-02-7670	\$ 4.27	72521	4/23/2013
KSKC190599	4/23/2013	5/8 BOLTS	01-02-7670	\$ 16.20	72521	4/23/2013
		FASTENAL COMPANY		----- \$ 37.58		
40597	4/11/2013	GEORGE BUTLER ASSOCIATES, 2012 SEWER IMPROVEMENTS	72-00-7730	\$ 27,996.50	72563	4/30/2013
		GEORGE BUTLER ASSOCIATES		----- \$ 27,996.50		
176697-PA	4/23/2013	GERKEN RENTAL CORE AERATOR RENTAL	01-03-6090	\$ 54.67	72522	4/23/2013
177185	4/23/2013	PORTABLE RESTROOM RENTAL	01-03-7240	\$ 65.00	72522	4/23/2013
		GERKEN RENTAL		----- \$ 119.67		
PR20130412	4/12/2013	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 15,038.35	1281995	4/19/2013 E
PR20130412	4/12/2013	FED/FICA TAX	20-00-2020	\$ 1,218.42	1281995	4/19/2013 E
PR20130412	4/12/2013	FED/FICA TAX	25-00-2020	\$ 1,174.43	1281995	4/19/2013 E
		INTERNAL REVENUE SERVICE		----- \$ 17,431.20		
11622	4/21/2013	INTERSTATE ALL BATTERY AA/AAA WORKAHOLIC	01-05-6110	\$ 27.96	72564	4/30/2013
11622	4/21/2013	7.2V 28500MAH NIMH MOT X	01-05-6110	\$ 164.00	72564	4/30/2013
		INTERSTATE ALL BATTERY		----- \$ 191.96		
130329015	4/23/2013	J & T AUTO SERVICE INC REPLACE BRAKE PADS	01-03-7670	\$ 156.38	72523	4/23/2013
130408007	4/23/2013	REPAIR TRAILER BRAKES/AL	01-03-7670	\$ 104.98	72523	4/23/2013
130409011	4/23/2013	REPLACE TRAILER RECEPTAC	01-03-7670	\$ 69.98	72523	4/23/2013
		J & T AUTO SERVICE INC		----- \$ 331.34		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
20130410	4/23/2013	JAMES BOYER TRAVEL REIMBURSEMENT	20-14-7640	\$ 27.03	72524	4/23/2013
		JAMES BOYER		\$ 27.03		
20130425	4/25/2013	JAMMY LEWIS APRIL COURT BOND	01-00-2200	\$ 40.00	72565	4/30/2013
		JAMMY LEWIS		\$ 40.00		
20130410	4/23/2013	JEFF RUPP TRAVEL REIMBURSEMENT	01-13-6050	\$ 80.08	72525	4/23/2013
		JEFF RUPP		\$ 80.08		
130501	5/1/2013	JIM HENDERSHOT MAY 2013 T-MOBILE	01-16-7622	\$ 30.00	72566	4/30/2013
		JIM HENDERSHOT		\$ 30.00		
20130418	4/18/2013	JOHNSON CO RFD#2 2013 FIRE DISTRICT 2ND Q	03-00-7210	\$ 22,181.00	72567	4/30/2013
		JOHNSON CO RFD#2		\$ 122,181.00		
2013416	4/16/2013	JORGE SANTANA GYM RENTAL FOR SOCCER	01-00-2050	\$ 75.00	72568	4/30/2013
		JORGE SANTANA		\$ 75.00		
117813425	4/25/2013	KANSAS CITY POWER & LIGHT 18700 W 191ST ST	25-15-7626	\$ 117.19	72569	4/30/2013
200413426	4/26/2013	20281 LONE ELM RD	01-02-7626	\$ 19.12	72569	4/30/2013
660813254	4/25/2013	18539 WOODLAND RD	25-15-7626	\$ 114.73	72569	4/30/2013
717013425	4/25/2013	18095 W 199TH ST SIREN	01-02-7626	\$ 17.16	72569	4/30/2013
757413426	4/26/2013	18899 S LONE ELM RD	25-15-7626	\$ 79.94	72569	4/30/2013
		KANSAS CITY POWER & LIGH		\$ 348.14		
20130424	4/24/2013	KEITH THOMAS MPR BENEFIT SEMINAR	20-14-6050	\$ 49.72	72570	4/30/2013
		KEITH THOMAS		\$ 49.72		
20130415	4/23/2013	KERRY'S KENNELS ANIMAL BOARDING	01-18-7110	\$ 355.00	72526	4/23/2013
		KERRY'S KENNELS		\$ 355.00		
PR20130412	4/12/2013	KP&F KP&F	01-00-2030	\$ 4,504.02	1281997	4/19/2013 E
		KP&F		\$ 4,504.02		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
20130331	4/2/2013	KS DEPT OF REV MARCH SALES TAX	20-00-2060	\$ 933.82	1281987	4/25/2013 E
		KS DEPT OF REV		----- \$ 933.82		
PR20130412	4/12/2013	KS WITHHOLDING TAX STATE TAX	01-00-2020	\$ 2,061.32	1281993	4/19/2013 E
PR20130412	4/12/2013	STATE TAX	20-00-2020	\$ 141.65	1281993	4/19/2013 E
PR20130412	4/12/2013	STATE TAX	25-00-2020	\$ 167.16	1281993	4/19/2013 E
		KS WITHHOLDING TAX		----- \$ 2,370.13		
KSC0513057	5/1/2013	MAJESTIC FRANCHSING JANITIONAL SVE-MAYCIVIC	01-17-7610	\$ 995.00	72571	4/30/2013
		MAJESTIC FRANCHSING		----- \$ 995.00		
201351	5/1/2013	MELANIE LANDIS MAY 2013 T-MOBILE	01-11-7622	\$ 30.00	72572	4/30/2013
		MELANIE LANDIS		----- \$ 30.00		
20130418	4/23/2013	MIAMI COUNTY REGISTER OF NOTICE OF PENDING ACTION	01-16-7120	\$ 8.00	72527	4/23/2013
20130425	4/26/2013	NOTICE OF PENDING ACTION	01-16-7120	\$ 8.00	72540	4/26/2013
		MIAMI COUNTY REGISTER OF		----- \$ 16.00		
13594	4/15/2013	MIDWEST POOL MANAGEMENT MANAGMENT FEE	01-12-7740	\$ 8,583.00	72573	4/30/2013
13594	4/15/2013	SALARY BUDGET				
13594	4/15/2013	SALARY BUDGET	01-12-7740	\$ 15,000.00	72573	4/30/2013
		MIDWEST POOL MANAGEMENT		----- \$ 23,583.00		
PR20130412	4/12/2013	MINNESOTA CHILD SUPPORT GARNISHMENT	01-00-2040	\$ 225.19	72485	4/19/2013
		MINNESOTA CHILD SUPPORT		----- \$ 225.19		
278483	4/23/2013	NAPA SPRING HILL, LLC BATTERY-FORD TAURUS	01-03-7670	\$ 44.48	72528	4/23/2013
278691	4/23/2013	CUT OFF WHEELS	01-02-6150	\$ 11.99	72528	4/23/2013
278780	4/23/2013	REPLACEMENT HOSE & GAUGE	01-03-7670	\$ 25.92	72528	4/23/2013
		NAPA SPRING HILL, LLC		----- \$ 82.39		
IN-166938	4/23/2013	NATIONAL SIGN COMPANY INC SIGNS, TAPE, FENCING	01-12-6160	\$ 84.00	72529	4/23/2013
IN-166938	4/23/2013	SIGNS, TAPE, FENCING	01-03-6330	\$ 217.60	72529	4/23/2013
		NATIONAL SIGN COMPANY IN		----- \$ 301.60		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
948102	4/23/2013	OFFICE MAX OFFICE SUPPLIES	01-13-6110	\$ 61.03	72530	4/23/2013
269716	4/24/2013	OFFICE SUPPLIES	01-09-6110	\$ 118.61	72574	4/30/2013
		OFFICE MAX		----- \$ 179.64		
205497	4/23/2013	OLATHE TRACTOR & EQUIPMEN STARTER CORD-ECHO BLOWER	01-03-7670	\$ 5.52	72531	4/23/2013
		OLATHE TRACTOR & EQUIPME		----- \$ 5.52		
8442302	4/23/2013	OLATHE WINWATER WORKS 20 EA TEST PORT 90'S	20-14-6320	\$ 470.00	72532	4/23/2013
8501500	4/23/2013	METER PIT RING	20-14-6320	\$ 488.00	72532	4/23/2013
		OLATHE WINWATER WORKS		----- \$ 958.00		
11429	4/25/2013	OMB GUNS FNH USA PS90/90	01-05-6090	\$ 300.00	72575	4/30/2013
		OMB GUNS		----- \$ 300.00		
45761875	4/23/2013	PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	01-02-7660	\$ 69.30	72533	4/23/2013
		PRAXAIR DISTRIBUTION INC		----- \$ 69.30		
163481	4/18/2013	REGENCY COFFEE & VENDING GOURMENT FP 16/3 1.4OZ.	01-05-6110	\$ 43.50	72576	4/30/2013
163547	4/22/2013	GOURMET FP 16/3 1.4OZ	01-09-6110	\$ 41.99	72576	4/30/2013
		REGENCY COFFEE & VENDING		----- \$ 85.49		
5012830-00	4/23/2013	REINDERS SUPPLIES	11-03-6340	\$ 631.47	72534	4/23/2013
		REINDERS		----- \$ 631.47		
INV0028659	4/14/2013	REJIS COMMISSION LEWEB SUBSCRIPTION SERVI	01-05-7630	\$ 38.33	72577	4/30/2013
		REJIS COMMISSION		----- \$ 38.33		
201351	5/1/2013	RORY HALE MAY 2013 T-MOBILE	01-13-7622	\$ 30.00	72578	4/30/2013
		RORY HALE		----- \$ 30.00		
2100130418	4/18/2013	RURAL WATER DISTRICT #7 J 22785 W 220TH	25-15-7620	\$ 15.60	72579	4/30/2013
		RURAL WATER DISTRICT #7		----- \$ 15.60		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		SKILLPATH SEMINARS				
10607895	4/23/2013	INDISPENSABLE ASST SEMIN	01-05-7640	\$ 99.00	72535	4/23/2013
1802034	4/23/2013	ADMIN PROFESSIONALS HAND	01-05-7640	\$ 34.79	72535	4/23/2013

		SKILLPATH SEMINARS		\$ 133.79		
		SPRINT				
1643195056	4/27/2013	AIR CARDS	20-14-7622	\$ 39.99	72580	4/30/2013
1643195056	4/27/2013	AIR CARDS	25-15-7622	\$ 39.99	72580	4/30/2013
1643195056	4/27/2013	AIR CARDS	01-13-7622	\$ 39.99	72580	4/30/2013
1643195056	4/27/2013	AIR CARDS	01-05-7622	\$ 239.94	72580	4/30/2013

		SPRINT		\$ 359.91		
		SYMBOL ARTS				
0186428-IN	4/23/2013	BADGES	01-05-7680	\$ 185.00	72536	4/23/2013
0186437-IN	4/23/2013	BADGES	01-05-7680	\$ 350.00	72536	4/23/2013

		SYMBOL ARTS		\$ 535.00		
		T MOBILE 0236				
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-01-7622	\$ 52.18	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-02-7622	\$ 36.31	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-03-7622	\$ 30.99	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-04-7622	\$ 60.38	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-05-7622	\$ 249.34	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-07-7622	\$ 56.28	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-08-7622	\$ 10.03	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-13-7622	\$ 68.39	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	01-16-7622	\$ 49.29	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	20-14-7622	\$ 32.81	72581	4/30/2013
236130421	4/21/2013	APRIL 2013 CELL PHONE BI	25-15-7622	\$ 62.38	72581	4/30/2013

		T MOBILE 0236		\$ 708.38		
		TRENARY'S TREE CARE				
50123	4/23/2013	REMOVED 2 TREES-208 N MA	01-02-7740	\$ 1,100.00	72537	4/23/2013

		TRENARY'S TREE CARE		\$ 1,100.00		
		TRESSA E STONE				
629	4/21/2013	REFUND APRIL 21, 2013	01-00-2050	\$ 50.00	72582	4/30/2013

		TRESSA E STONE		\$ 50.00		
		TRI STAR SEED COMPANY				
102349	4/23/2013	9"x25" EROSION CONTROL L	10-02-6330	\$ 72.18	72538	4/23/2013

		TRI STAR SEED COMPANY		\$ 72.18		
		VISTA SIGNS				
875	4/25/2013	DAFFAADIL DAYS- SPONSOR	01-09-7425	\$ 665.00	72583	4/30/2013

		VISTA SIGNS		\$ 665.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		WHITESELL OPTOMETRY				
2013430	4/30/2013	REFUND FOR WRONG CHECK	01-00-4600	\$ 450.00	72584	4/30/2013
23657	4/16/2013	EYECARE INSURANCE BENEFI	25-15-5120	\$ 250.00	72584	4/30/2013
23675	4/17/2013	EYECARE INSURANCE BENEFI	01-03-5120	\$ 35.00	72584	4/30/2013

		WHITESELL OPTOMETRY		\$ 735.00		

		***** REPORT TOTAL *****		\$ 221,145.94		

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JONATHAN S. ROBERTS, CITY ADMINISTRATOR
MEETING DATE: MAY 9, 2013
DATE: MAY 1, 2013

Consent Item:

Article 1-401 of the Code of the City of Spring Hill Kansas states “The mayor, with the consent of the council, may appoint at the first regular meeting of the governing body in May of each year, the following city officers, to wit: A city administrator, municipal judge of the municipal court, a city clerk, a city treasurer, a city marshal-chief of police, policemen, director of public works, and such other officers as deemed necessary; and may retain a licensed professional engineer to act in the capacity of city engineer for specifically defined duties.”

The following slate of appointments is presented for your review and approval.

City Administrator	Jonathan Roberts
Municipal Judge of the Municipal Court	Timothy Turner
City Clerk	Glenda Gerrity
Deputy City Clerk	Natalie Lazenby
City Treasurer/Finance Director	Melanie Landis
Chief of Police	Richard Mann
Police Sergeant	Brian Holmes
Police Sergeant	Clifford Chaffee
Police Detective	Deborah Rogers
Police Officer	Jason Abel
Police Officer	Matthew Adams
Police Officer	Nicholas Canaan
Police Officer	Katherine Davidson
Police Officer	Kurtis Stone
Police Officer	Dalene Vencel
Police Officer	Lance Wipf
Director of Public Works	Rory Hale
City Engineer	John Brann
City Attorney	Frank Jenkins, Jr.
Prosecuting Attorney	Nathan Sutton
Director of Community Development	Jim Hendershot

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MAY 9, 2013
DATE: MAY 1, 2013

Consent Agenda Item: Temporary Use Permit TUP-02-13, Spring Hill Lion's Club.

Issue: Proposed Temporary Use Permit

Background: The applicant, Spring Hill Lion's Club, has submitted a temporary use permit application for a temporary use permit to operate a farmers market at the Spring Hill Elementary School parking lot on Webster Street.

Analysis: The Spring Hill School District has granted the Lion's Club permission to use the parking lot. They are requesting the temporary use permit for the period of May 18 thru 8/31/13. The market will be open on Saturday mornings from 7:30-noon. USD 230 has approved the use through their Facility Usage Request Form and a certificate of insurance is on file.

Alternatives: Approval/Denial/Return for further study.

Legal Review: Not applicable.

Funding Review or Budgetary Impact: Not applicable.

Recommendation: Approve the temporary use permit TUP-02-13 for the Lion's Club to operate a farmers market at the Spring Hill Elementary School parking lot for the period of May 18 through August 31, 2013, with the following condition:

Attachments: TUP application
USD230 Facility Request
Certificate of Insurance
Email approval from USD230

(913) 592-3664

www.springhillks.com

Community Development

APPLICANT

PERMIT NUMBER TUP-02-13

NAME PATTI STITES CONTACT Same
 ADDRESS 20890 CLARE SUITE _____
 CITY SH STATE KS ZIP 66083
 PHONE (816) 853-6725 FAX () _____
 EMAIL pstites@earthlink.net
 APPLICANT'S SIGNATURE Patti Stites DATE 4/20/13

OWNER

NAME S.H. Lion's Club CONTACT P. STITES
 ADDRESS _____ SUITE _____
 CITY _____ STATE _____ ZIP _____
 PHONE (816) 853-6725 FAX () _____
 EMAIL pstites@earthlink.net
 APPLICANT'S SIGNATURE Patti Stites DATE 4/20/13

TEMPORARY USE AREA

ADDRESS Elementary School Parking lot - Webster
 PRESENT USE OF PROPERTY Parking lot
 PRESENT ZONING _____
 LEGAL DESCRIPTION _____

REASON FOR REQUESTING A TEMPORARY USE PERMIT

FARMERS MARKET May 18 - Aug 31
SAT MORNINGS 7:30 - NOON

TIME REQUIRED FOR TEMPORARY USE

SAT MORNINGS 7:30 - NOON May 18 - Aug 31

PLANNING & DEVELOPMENT COORDINATOR J. [Signature] DATE 5/1/13

CITY ADMINISTRATOR _____ DATE _____

CITY COUNCIL APPROVAL REQUIRED? YES

CITY COUNCIL DATE 5/9/13

CITY COUNCIL APPROVAL _____

FACILITY USAGE REQUEST FORM

Spring Hill Unified School District No. 230

Date: 3/3/13

This request for school facilities is subject to the conditions stated on the following page.

	1 st Choice	2 nd Choice	3 rd Choice
School:	<u>Elementary</u>		
Room/Field:	<u>Parking Lot</u>		
Date:	<u>MAY 18 - AUG 31</u>		
Time Range:	Begin: <u>6:30 AM</u> End: <u>NOON</u>	Begin: _____ End: _____	Begin: _____ End: _____

Group or Organization: S.H. Lion's Club - Farmers Market

Name: PATTI STILES Daytime Phone: 816-853-6725

e-mail address: pstiles@earthlink.net Fax: _____

Address: PO Box 374 City: SH KS Zip: 66083

(please note different billing address at bottom of page)

Activity/Purpose: Farmers Market

Estimated Attendance (required): 100-150 MAX Equipment Requested: none

Please indicate yes or no:

Custodian:	YES _____ NO <input checked="" type="checkbox"/>	Food Service Employee:	YES _____ NO <input checked="" type="checkbox"/>
Technology Staff	YES _____ NO <input checked="" type="checkbox"/>	Performing Arts Supv.	YES _____ NO <input checked="" type="checkbox"/>

Please check appropriate blank:

Not-for-Profit	YES <input checked="" type="checkbox"/> NO _____	Not-For-Profit Number	_____
Profit	YES _____ NO _____		

Please check all items that will be needed for your event:

<input type="checkbox"/> Table (# _____)	<input type="checkbox"/> Chairs (# _____)	<input type="checkbox"/> Microphone	<input type="checkbox"/> Sound System
<input type="checkbox"/> Computer (# _____)	<input type="checkbox"/> Internet connection <small>(requires use of district computer)</small>	<input type="checkbox"/> LCD Projector	<input type="checkbox"/> Piano
<input type="checkbox"/> Other (please be specific): _____			

Note: The above named group, person, or organization agrees to indemnify and hold harmless Spring Hill School District #230, its officers, agents, servants and employees from any and all liability of whatever kind or nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using school facilities or property. The School District may require organizations to provide proof of liability insurance coverage for certain types of high-risk activities held on school property.

District reserves the right to cancel outside facility usage if needed at any time. The persons shown on this request must sign this form. By your signature you accept responsibility for all provisions listed on the back.

Complete and return at least 10 days prior to request date to:

Spring Hill Unified School District No. 230
Facilities Coordinator
101 E. South Street, Spring Hill, Kansas 66083 913-592-7263

Date: _____ Signed: _____

Different Billing Address: _____

Estimated Total Costs	
Area	\$ _____
Custodian	\$ _____
Food Serv	\$ _____
Technican	\$ _____
Lights	\$ _____
Press Box	\$ _____
Piano	\$ _____
Equip	\$ _____
Est Total	\$ _____

<input checked="" type="checkbox"/> APPROVED BY: _____	<input type="checkbox"/> DISAPPROVED BY: _____
---	---

*** NO SMOKING PERMITTED IN SCHOOL BUILDINGS AT ANY TIME ***

Okay per Tim Meek; will give 1-2 weeks notice to Patti before parking lot pavement improvements

[Print](#) | [Close Window](#)

Subject: FW: Message from "hs-color-9065"

From: "stites" <pstites@earthlink.net>

Date: Tue, Apr 16, 2013 9:08 am

To: <pattistites@crownrealty.com>

Attach: 20130308111739146.pdf

From: Bragaw, Susanne [mailto:bragaws@usd230.org]

Sent: Friday, March 08, 2013 11:20 AM

To: stites

Subject: Fwd: Message from "hs-color-9065"

Hi Patti,

Your Farmer's Market facility use was approved by Dr. Goering so you are 'good to go'!

Thanks,

Susanne

----- Forwarded message -----

From: Bragaw-Susanne <bragaws@usd230.org>

Date: Fri, Mar 8, 2013 at 11:17 AM

Subject: Message from "hs-color-9065"

To: Lancellotti-Sandra <LancellottiS@usd230.org>, Laskares-Jim <laskaresj@usd230.org>, Moss-Bob <mossb@usd230.org>, Meek-Tim <meek@usd230.org>, Bragaw-Susanne <bragaws@usd230.org>, Toon-Michelle <toonm@usd230.org>, Endecott-Tammy <endecottt@usd230.org>, "Baldwin-C. E." <baldwinc@usd230.org>

This E-mail was sent from "hs-color-9065" (Aficio MP C6501).

Scan Date: 03.08.2013 11:17:39 (-0600)

--

Susanne Bragaw

Registrar/Counselors' Secretary

Spring Hill Education Foundation Coordinator

USD#230 Facility Use Coordinator

Spring Hill High School

19701 Ridgeview Road

Spring Hill, Kansas 66083

(913) 592-7263



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Illinois, Inc.
425 N. Martingale Road, Suite 1100
Schaumburg, IL 60173

CONTACT

NAME: John Adams

PHONE (A/C, Ho., Ext.): 1-800-316-6705

FAX (A/C, Ho.): 1-888-467-2378

E-MAIL ADDRESS: lionsclubs@willis.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: ACE American Insurance Company

22667

INSURED

Spring Hill Lion's Club
Spring Hill Kansas

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		HDOG27012784	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000						MED EXP (Any one person) \$ 1,000
	GENL AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 10,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			ISAH08711392	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Spring Hill Farmer's Market 5/18/13-8/31/13 (Saturday Mornings)

SH USD 230 is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

CANCELLATION

Spring Hill USD 230
101 E. South Street
Spring Hill Kansas 66083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: BEAU FORD
MEETING DATE: MAY 9, 2013
DATE: APRIL 22, 2013

Consent: Agreement for two L&K Trash Services poly trash carts for the Spring Hill Family Aquatic Center.

Issue: Recycling containers for recycling service at the Spring Hill Family Aquatic Center.

Background: Each year the recycling carts are removed from the aquatic center to save on the expense of the carts during the off season. The carts must be delivered at the beginning of the season to be utilized for recycling at the Aquatic Center.

Analysis: The poly carts are an excellent storage container for recycling products at the aquatic center and provide a large amount of storage for weekly recycling service.

Alternatives: Find alternative storage containers to use for recycling at the Aquatic Center.

Legal Review: Agreement was reviewed by the city attorney.

Funding Review or Budgetary Impact: \$30.00 rental cost for the entire season for the months of May through September. (\$3.00/cart/month x 2 carts for May – September)
If the polykart is damaged, replacement costs are \$110.00/cart.

Recommendation: Staff recommends signing the agreement

Attachments: Agreement from L&K Trash Services

L & K SERVICES, INC.



510 S. FIRST STREET
LOUISBURG, KANSAS 66053
(913) 837-4637
TOLL FREE (888) 837-4640
FAX (913) 837-5214

Recycling
Karts

POLYKART AGREEMENT & DELIVERY X2

THIS IS AN AGREEMENT BETWEEN, Spring Hill Aquatic Center
CUSTOMER, AND L & K SERVICES, INC., OWNER OF THE POLYKART.

CUSTOMER IS LIABLE FOR ALL DAMAGES INCLUDING FIRE, THEFT, NATURAL DISASTERS, OR PERSONAL DAMAGES RECEIVED OR CAUSED BY THE KART. AFTER THE KART HAS BEEN EMPTIED WE ENCOURAGE YOU TO REMOVE IT FROM THE ROADSIDE. REPLACEMENT COST OF THE POLYKART WILL BE BASED ON CURRENT KART PRICES. L & K SERVICES, INC. WILL ONLY BE RESPONSIBLE FOR NORMAL WEAR AND TEAR.

CUSTOMER SIGNATURE

DRIVERS LICENSE NUMBER

FOR OFFICE USE ONLY

DELIVERY DATE: Tues, 4-16-13

LOCATION OF DELIVERY: 20900 Sycamore Dr.
Spring Hill, KS 66083

SUBDIVISION: _____

SPECIAL INSTRUCTIONS: 95 gal Recycle X 2

ROUTE & STOP#: Th 18 PHONE # 913-378-3581 Bo.

FOR SHOP USE ONLY 95R-000015

SERIAL NUMBER OF KART: 95R-000018 COLOR OF KART Blue

DELIVERY DATE: 4-16-13 DELIVERY SIGNATURE Dan

ACCOUNT NUMBER 445390 In: 8:30am Out 9:31am

OFFICE SIGNATURE Debbie

EXHIBIT A

L & K Services, Inc. – Polykart Agreement & Delivery

95 Gallon Recycle Polykart x 2

Cost of Rental \$3.00/cart/month

Duration of Rental May, 2013 – September, 2013



L & K SERVICES, INC.



510 S. FIRST STREET
LOUISBURG, KANSAS 66053
(913) 837-4637
TOLL FREE (888) 837-4640
FAX (913) 837-5214
www.lktrashservices.com

May 3, 2013

Replacement cost for polykart supplied by L & K Services, Inc. for the city of Spring Hill is \$110.

Janetta Ashlock

Janetta Ashlock

L&K Services, Inc.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: MAY 9, 2013
DATE: MAY 2, 2013

Formal Item

Issue: Agreement with Simplifile LC (e-recording for Johnson County)

Background: Community Development and the City Clerk must record certain documents with the both Miami and Johnson Counties. Each County has its own process for payments; however, Johnson County has the option of electronically recording certain documents through only companies approved to do business with Johnson County. This process is used by many municipalities across the County and saves the travel time and expense for City staff when recording documents.

Simplifile LC is the owner of proprietary software known as the “Simplifile Electronic Recording System” that is used in the electronic submission and receipt of documents over the Internet and enables the electronic transfer and payment of document recording fees via electronic funds transfer or Automated Clearing House (ACH). The City will establish an escrow account with Simplifile LC for funds to be drawn for processing fees as charged by the County.

Funding Review or Budgetary Impact: Submission fees will be \$2.00 for each document submitted. Funding for this agreement and submission of documents will be charged to the General, Water and Wastewater funds respectively.

Alternatives:

1. Approve the agreement with Simplifile LC.
2. Deny the agreement and direct staff to further research.
3. Table the issue.

Legal Review: City Attorney, Frank Jenkins, has reviewed the agreement.

Recommendation: Staff recommends that the City Council approve the agreement with Simplifile LC.

Attachments:

- 1) Agreement with Simplifile LC



SUBMITTER LICENSE AGREEMENT

THIS SUBMITTER LICENSE AGREEMENT (this "*Agreement*") is made effective _____, 2013, between **SIMPLIFILE LC**, a Utah limited liability company located at 4844 North 300 West, Suite 202, Provo, Utah, 84604 ("*Simplifile*"), and the **City Spring Hill**, located at 401 N. Madison Street, Spring Hill, KS, 66083 ("*Customer*").

RECITALS:

A. Simplifile has developed and is the owner of software and other proprietary technology currently known as the "Simplifile Electronic Recording System" (the "*System*") that (1) is used in the electronic submission and receipt of documents over the Internet, sometimes in integration with various document preparation, electronic closing and land records management systems; and (2) enables the electronic transfer and payment of document recording fees via electronic funds transfer or Automated Clearing House ("*ACH*").

B. The System can be used by (1) licensed document submitters ("*Submitters*") to create or scan, package, print, submit to Receivers and track the status of submitted documents over the Internet; and (2) document receivers such as county recorders (who have agreed by contract to accept and record/file qualifying documents that are electronically received through use of the System) ("*Receivers*") to receive, queue, review, cashier, stamp, retrieve, print, forward and return documents to their Submitters over the Internet.

C. Customer desires to use the System for the purpose of submitting documents electronically to Receivers, and has requested that Simplifile grant Customer the right and license to use the System for that purpose.

D. Simplifile desires to grant to Customer a non-exclusive right and license to use the System on the terms and conditions set forth in this Agreement.

E. This Agreement contains the parties' entire agreement concerning the License (defined below) and the other matters addressed herein, and supersedes all negotiations, proposals or prior agreements between the parties concerning such matters.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **License.**

(a) **Grant of License.** Simplifile grants to Customer, and Customer accepts, a non-exclusive license (the "*License*") to use the System for the sole purposes of recording, filing or otherwise submitting (collectively, "*recording*") documents with Receivers and transferring the related recording/filing/submission fees (collectively, "*Recording Fees*") to the appropriate party. The grant of the License and this Agreement shall be effective upon the parties' full execution and delivery of this Agreement and Simplifile's receipt of the annual subscription fee specified on attached exhibit "A" ("*Exhibit "A"*") for each of Customer's physical locations where the System will be accessed or used.

(b) Access to System; Support. Throughout the term of the License,

(i) Access. Simplifile will make the System available to Customer on its web server (www.simplifile.com) within 1 day from the date the Customer completes online registration at that site, will provide password access to the System for Customer's Designated Submitters (defined below); and

(ii) Support. Simplifile will support Customer in its use of the System by providing the services (the "*Support Services*") described on attached exhibit "B" ("*Exhibit "B"*").

(c) Limitations on License. Customer shall not assign, rent, lease, sell or otherwise convey or attempt to convey any right to use the System to anyone else. Customer shall designate to Simplifile in writing in the System the person(s) ("*Designated Submitters*") who are authorized to submit documents for recording through the System on behalf of Customer, and will assure that the System is used only by those Designated Submitters. Customer's use of the System shall be limited to the physical location(s) for which subscription/renewal fees have been paid, and such use shall be effected only by Customer's Designated Submitters from time to time.

(d) No Document Storage. The License does not include any right to temporarily or permanently store document images. Simplifile does not provide any legally binding storage of document images and may at any time, in its sole discretion and without any notice whatsoever, discontinue access to any documents stored in the System.

Section 2. Initial Term; Renewals. The initial term of this Agreement is one year. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year terms upon Customer's payment to Simplifile of the then-annual subscription fee under Exhibit "A."

Section 3. Ownership; Intellectual Property Rights. **The System is licensed, but not sold. This Agreement gives Customer only the license to use the System as provided herein, and does not convey to Customer any ownership rights in the System.** Instead, Simplifile alone owns all worldwide rights, title, and interest in and to the System and all worldwide patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, and any other intellectual property rights therein. Simplifile's rights in and to the System are protected by copyright, patent and other intellectual property laws and treaties.

Section 4. Fees. Customer shall pay the following fees under this Agreement:

(a) Subscription/Renewal Fee. The subscription fee (upon Simplifile's initial grant of the License hereunder) or the renewal fee (upon any renewal of this Agreement) specified on Exhibit "A." The subscription fee is due and payable contemporaneously with Customer's execution and delivery of this Agreement to Simplifile. Renewal fees are due and payable on or before each anniversary of this Agreement.

(b) Submission Fee. The per document submission fee (the "*Submission Fee*") specified on Exhibit "A."

(c) Recording/Filing Fee. All Recording Fees required by the Receiver in connection with the recording of a document by Customer, together with any processing fees charged to Simplifile by the Receiver or its agents in connection with such recording.

(d) Dishonored Charges Fee. A fee (“NSF Fee”) for dishonored payments from Customer as specified on Exhibit “A.”

Section 5. **Payments.** Contemporaneously with a successful recording through the System, Customer shall pay all Recording Fees, any recording processing fees charged by the receiving county or its agents, and all Submission Fees to Simplifile and/or to the County. The payment of all such fees that are required to be paid to or through Simplifile will be made to Simplifile's account by the ACH component of the System with no processing charge to Customer. Or, Customer may establish an escrow account with Simplifile from which fees will be withdrawn as they are incurred. The escrow account can be established and replenished by sending funds to Simplifile at the address listed above.

(a) Customer's Designation of Payment Source. In the event Customer chooses the ACH payment option then using the System's Account Management Utility, Customer will designate an account or accounts from which payments of fees are to be drawn. Customer hereby expressly grants permission to Simplifile to draw against funds in the designated account for the payment of Recording Fees and Submission Fees due from Customer.

(b) Dishonored Payments. If an ACH charge is dishonored for any reason, then Customer shall pay an NSF Fee. In its sole discretion, Simplifile may suspend Customer's License to use the System in the event of dishonor of any payment of a subscription/renewal fee, a Recording Fee, a Submission Fee or an NSF Fee.

Section 6. **Customer's Electronic Recording Requirements.** In addition to Customer's other obligations under this Agreement, Customer's use of the System shall be subject to the following requirements:

(a) Legal Compliance. Customer shall become informed of and fully compliant with any and all applicable federal, state, county or local laws, ordinances, rules and regulations regarding recording/filing and/or electronic recording/filing of documents by Customer using the System.

(b) Original Documents. Customer represents, warrants, covenants and certifies that the electronic image of each and every original paper document (the “*Originating Paper Document*”) electronically recorded by or through Customer's use of the System is and shall be a true, exact, complete and unaltered copy of the Originating Paper Document. Simplifile and the Receivers shall be entitled to rely on such warranty for all purposes. Customer shall not submit any document for electronic recording through the System that is not an original document.

(c) Legal Right. Customer shall have the legal right to file for recording each and every document submitted for electronic recording through the System.

(d) Retention of Originals. Customer shall retain the Originating Paper Document during the time that such document is being electronically recorded through the System.

(e) Permanent Mark. Customer shall place a permanent mark on the first page of the Originating Paper Document after the original electronic document has been recorded

through the System, stating that the Originating Paper Document has been electronically recorded and displaying the recording entry number, date and time assigned by the Receiver.

(f) Indemnification.

(i) Indemnification - Customer. Customer shall indemnify, defend and hold harmless the Receiver, Simplifile, and their respective officers, employees and agents of and from all claims, actions, causes of action, proceedings, damages, fees (including reasonable attorney's fees) and costs arising from or attributable to Customer's negligent acts or omissions under this Agreement. This provision shall continue in effect notwithstanding any termination of this Agreement.

(ii) Indemnification – Simplifile. Simplifile shall indemnify, defend and hold harmless the City and its respective officers, employees and agents of and from any and all claims, actions, causes of action, proceedings, damages, fees (including reasonable attorney's fees) and costs arising from or attributable to Simplifile's negligent acts or omissions under this Agreement. This provision shall continue in effect notwithstanding any termination of this Agreement.”

Section 7. Warranties; Damages.

(a) Express Warranties. Simplifile makes the following express warranties to Customer:

(i) Best Knowledge. All certifications through the System of originality, identity of Customer and unaltered state of documents will be made to the best of Simplifile's knowledge and belief.

(ii) Audit Logs. Audit logs of all information relied upon by Simplifile in making said certifications will be made available to the Receiver at the time a document is presented for recording, and such audit logs will be made available for downloading to both the Receiver and Customer.

(b) Warranties. Simplifile warrants that the system shall contain no computer viruses or other contaminants upon delivery, including, but not limited to, any codes or instructions that may be used to access, modify, delete or damage the system or Customer's data files or other computer programs without Customer's authorization.

(c) Damages. Simplifile shall be liable to Customer on account of Simplifile's performance or no performance of its obligations under the Agreement whether arising by negligence, intentional conduct, computer virus or otherwise.

Section 8. Confidentiality. Customer shall not disclose any Protected Information to any of Customer's employees or agents unless such person first executes and delivers a confidentiality and non-disclosure agreement in favor of Simplifile, except as provided by law, including the Kansas Open Records Act. In this section, the term “*Protected Information*” shall refer to the following (except as the same is generally know in the public domain prior to the date of this Agreement or may become common knowledge within the public domain or industry after the date of this Agreement): (a) information about the System and its applications; (b) any other

confidential or proprietary information or trade secrets that Simplifile discloses to Customer; and (c) information which is marked by Simplifile as “proprietary.”

During the term of the License and thereafter, Customer (x) shall use, review, examine, discuss, inspect, obtain and hold all Protected Information obtained from or on behalf of Simplifile in trust and confidence; (y) shall use the Protected Information only for the purposes expressly allowed by this Agreement; and (z) shall not at any time, directly or indirectly, disclose, use or reproduce or authorize anyone else to disclose, use or reproduce, any of the Protected Information or any matter relating to any aspect of the Protected Information.

Customer shall not disclose any Protected Information to any of Customer’s employees or agents unless such person first executes and delivers a confidentiality and non-disclosure agreement in favor of Simplifile. Upon the termination of the License, Customer shall return to Simplifile all Protected Information, in any form. In addition to the foregoing, Simplifile shall be entitled to full protection for Protected Information under the Utah Uniform Trade Secrets Act, unfair competition law, common law or otherwise.

Further, Customer expressly agrees to refrain from, and to not undertake in any way, any direct or indirect reverse engineering efforts in connection with the System.

The covenants in this section shall survive any termination of the License.

Section 9. **Termination.**

(a) **Default.**

(i) **Customer Default.** Among other available remedies, Simplifile may terminate this Agreement if Customer defaults in any payment or other obligation under this Agreement and fails to cure such default within ten days after written notice from Simplifile.

(ii) **Simplifile Default.** Among other available remedies, Customer may terminate this Agreement if Simplifile defaults in any obligation under this Agreement and fails to cure such default within ten days after written notice from Customer.

(b) **Bankruptcy.** In the event of any adjudication of bankruptcy, appointment of a receiver, assignment for benefit of creditors, liquidation or levy of execution involving Customer, the License shall thereupon terminate automatically.

(c) **Waiver.** The exercise of the right of termination shall not impose any liability on Simplifile by reason of termination and shall not have the effect of waiving any damages to which Simplifile might otherwise be entitled.

(d) **Unpaid Fees.** Notwithstanding section 7(c), Termination of the License, for any cause whatsoever, shall in no manner interfere with, affect or prevent the collection by Simplifile of any and all sums of money due to Simplifile under this Agreement. Upon termination of the License for any reason, Customer’s payments required hereunder, but not yet due, shall become immediately due and payable.

(e) **Termination at Convenience of Customer.** The Customer may terminate the Agreement at the convenience of the Customer at any time without penalty. Simplifile shall be paid for services rendered prior to date of termination by the City.

Section 10. **Further Actions.** At any time after the date hereof, if any further action if necessary or desirable to carry out the purposes of this Agreement, Customer shall take such further action (including, without limitation, executing and delivering further documents) as Simplifile may reasonably request.

Section 11. **General Provisions.** The following provisions also are integral to this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Kansas. Venue of any action or proceeding hereunder shall be in the Tenth Judicial District Court in and for Johnson County, Kansas. This Agreement is the result of negotiations and collaborative drafting between sophisticated businesspeople, and shall not be construed against any party hereto as the “drafter” of this Agreement.

(i) **Attorneys’ Fees.** In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) **Notice.** Except as otherwise specified herein, all notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage

prepaid, addressed to the parties at their respective addresses shown above or at such other address(es) as may be designated by a party from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Electronic Execution and Delivery. Any party may execute and deliver this Agreement through electronic means such as facsimile or e-mail transmission, with the same legal effect as manual execution and physical delivery of this Agreement.

(m) Relationship. This Agreement shall not be deemed to create a partnership between Simplifile and Customer in their respective businesses or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any person or entity unless expressly otherwise provided. Customer's relationship to Simplifile shall be that of licensee and not that of employee, agent, partner or joint venturer. As a licensee, Customer shall have no right, power or authority (a) to enter into any agreement on behalf of Simplifile; (b) to incur any expense or other obligation for which Simplifile would or might be responsible; (c) to accept engagements on behalf of Simplifile; or (d) in any other way to bind Simplifile.

(n) Force Majeure.

(i) Simplifile shall not be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

(ii) Customer shall not be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action."

(o) Exhibits. The terms and provisions of the attached exhibits are hereby incorporated in this Agreement by reference.

(p) Exhibit "C-1" attached hereto and incorporated herein by reference shall constitute an amendment to the Agreement.

The foregoing amendments are incorporated to and made a part of the Agreement.

DATED effective the date first written above.

CUSTOMER:

_____,
a _____

By: _____

Name: _____

Office/Capacity: _____

Date: _____

SIMPLIFILE:

SIMPLIFILE LC,

a Utah limited liability company

By: _____

Name: _____

Office/Capacity: _____

Date: _____

WST/D/496676.2

Exhibit “A” to Submitter License Agreement

SUBSCRIPTION & SUBMISSION FEE SCHEDULE*

Services	Description	Fee
Initial Annual License—System and Support (per physical location)		\$0
Annual Renewal of a Current License—System and Support (per physical location)		\$0
Document Submission Fees	Submission fee for each document submitted to a Receiver using the System. In addition , any recording processing fees charged by the receiving county or its agents may be passed on to the Customer by Simplifile.	\$2.00 per document
Dishonored charges fees	Processing fee for dishonored ACH charges	\$25.00 per item

* The fees specified on this schedule are subject to modification by Simplifile upon notice to Customer in connection with any renewal of this Agreement.

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Exhibit “B” to Submitter License Agreement

SYSTEM/SOFTWARE SUPPORT*

Simplifile will provide the following support to Customer for its use of the System:

1. **Application Processing.** Simplifile will provide a web application to assist Customer in applying for a license to use the System.

2. **Account Management Utility.** Simplifile will provide a secure Account Management Utility at its web site for Customer’s use in managing its account. The Account Management Utility will include:

- (a) Management of user roles, passwords and logon user identification requirements;
- (b) Selection of options to control the operation of the System by Customer;
- (c) Management of bank accounts used for electronic payment of subscription/renewal, submission and recording fees; and
- (d) Management of electronic recording options in relation to Submitters’ requirements to record documents using the System, including, without limitation, the attachment of indexing data relating to recorded documents.

3. **Telephone and E-mail Support.** Telephone and e-mail support will be provided twelve (12) hours each business day from 6:00 a.m. to 6:00 p.m., Mountain Time. Business days do not include holidays or weekends.

* The support services specified on this schedule are subject to modification by Simplifile upon notice to Customer in connection with any renewal of this Agreement.

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EXHIBIT "C-1"

CERTIFICATE OF NONDISCRIMINATION AND AFFIRMATIVE ACTION

Unless the contractor employs fewer than four (4) employees during the term of its contract, or its contracts with the City of Spring Hill cumulatively total \$5,000 or less during the fiscal year of the City of Spring Hill, then the undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1030a(a)(1) through (5) which read as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or similar phrase to be approved by the commission;
- (3) If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provision of Section 44-1031 of this act, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (1) through (4) inclusively of the present section in every subcontract or purchase order so that

such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate certifies to the City of Spring Hill, Kansas, that the contractor has filed or upon request will file the necessary reports required in Subsection (3) of K.S.A. 44-1030(a) quoted above and which are available from the Kansas Commission on Civil Rights, or in lieu of said report, has submitted a copy of his "Federal Exemption" form.

Signing of this certificate also acknowledges inclusion of the requirements of K.S.A. 44-1030(a) as set forth in subsections (1) through (4) of this present section in the base contract and its inclusion in all future subcontracts.

DATE: _____

(CORPORATE SEAL)

By: _____

(Official Title of Signer)